## LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND **ADMINISTRATIVE ORDER NO. 17-04**

## UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

IN RE:		
•	CASE NO. CHAPTER 13 JUDGE	
and	PLAN SUM	<u>IMARY</u>
S.S.#	For informational ACP: <u>36</u> Months Minimum Plan Length: <u>60</u> Plan payment: \$ <u>3,031.55</u> pe Minimum dividend to Class 9 Percentage of Tax Refunds con	Months r Month Creditors \$ 0.00
[X] Original CHAPTER 13  [OR [] Pre-Con	PLAN  Ifirmation Modification #	
I. NOTICES  TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THI BECOME BINDING WITHOUT FURTHER NOTICE OR HEARI FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDE  Debtors must check one box on each line to state whether or not a constandard Provisions set out in Section IV. Under Federal of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approvation of a Chapter 13 Plan in the Eastern District of Michigan	NG UNLESS A TIMELY W. R SEEKING THE ADVICE the Plan includes each of the Rule  Included	RITTEN OBJECTION IS OF AN ATTORNEY.
B. A limit on the amount of a secured claim based on a valuation the collateral for the claim.	of Included	<b>✓</b> Not included
<ul> <li>C. Avoidance of a security interest or lien.</li> <li>IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.</li> <li>ANY "NONSTANDARD PROVISION" THAT IS NOT SPE</li> <li>IF THIS SECTION I INDICATES THAT THIS PLAN DOE PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN SPECIFICALLY LISTED IN SECTION IV) ARE VOID.</li> </ul>	CIFICALLY IDENTIFIED I S NOT INCLUDE ANY "NO	IN SECTION IV IS VOID.  ONSTANDARD
THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFER WHICH MAY BE FOUND AT WWW.13EDM.COM or WWW.MI UPON WRITTEN REQUEST.	EB.USCOURTS.GOV OR F	ROM DEBTOR'S COUNSEI
<ul> <li>II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS ELIGIBILITY FOR DISCHARGE:</li> <li>A. Debtor's Current Monthly Income exceeds the applicable So is 60 months. Debtor's Plan Length shall be 60 months from the</li> </ul>	ate median income. Debtor's A	Applicable Commitment Period

Local Form 10-24-17 V 1

Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- B. Debtor's plan payment amount is \$\$3,031.55 Monthly for 3 months, then \$3,543.59 Monthly for 57 months.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns

		regarding 1 ax Refunds and 1 ax Returns.
FC	R C	CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is
		d, paragraph 2 shall apply:
1.		Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax efunds
2.	pro	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a o-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is titled to receive after commencement of the case.
3.	ant to:	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for ticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal d State Tax Refund pro-ration shown in Schedule I.
		CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is
1.		d, paragraph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax sfunds.
2.	pro	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a o-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to ceive after commencement of the case.
3.	ant aft	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for ticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive the commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund to-ration shown in Schedule I.
FC	R C	CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked,
<i>pai</i> 1.		paph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax funds.
2.	pro	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a orration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to be delivered after commencement of the case.
3.	ant	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for ticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration own on Schedule I.
	D.	☐ If the box to the immediate left is "checked", the debtor acknowledges that debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.
		☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.

Local Form 10-24-17 V 1

- E. If the box to the immediate left is "checked", the debtor or joint debtor is self-employed AND incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
  - A. Class One TRUSTEE FEES as determined by statute.
  - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
    - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
      - In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of § 365.00 per hour for services rendered plus \$ FEE APP for costs advanced by Counsel, for total Attorney Fees and Costs of \$ FEE APP through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ FEE APP, will be paid as an Administrative Expense Claim; or
      - Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$4,000.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
    - 2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
    - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor \( \precent{Delta} \) has retained or \( \precent{Delta} \) intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
    - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
  - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

<u>Creditor</u>	<u>Collateral</u>			
None				
Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).				

<u>Creditor</u>	<u>Collateral</u>
-NONE-	

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
  - Continuing Payments on a claim secured by the debtor's principal residence that come due on and after Class 4.1 the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	<u>Collateral</u>	Monthly Payment	Direct or Via Trustee
US Bank Trust N.C	23632 Lake Ravine Drive Southfield, MI 48033-6535 Oakland County	1,758.58	Trustee

**Class 4.2** Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
US Bank Trust N.C	23632 Lake Ravine Drive Southfield, MI 48033-6535 Oakland County	54,796.96	1,141.60	48

**Class 4.3** Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Creditor Collateral		Direct or Via Trustee
-NONE-			

#### Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by **Class 4.4** Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

## E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

## Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$ :

Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly <u>Payment</u>	Direct or Via Trustee
-NONE-/					

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$ :

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.3. Secured claims excluded from 11 USC \$506 by the "hanging paragraph" at the end of 11 USC \$1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

## Class 5.4. Secured claims excluded from 11 USC \$506 by the "hanging paragraph" at the end of 11 USC \$1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral
-NONE-	

F. CLASS SIX - EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional *Terms, Conditions and Provisions for additional information*).

#### Class 6.1. Continuing Lease/Contract Payments:

Creditor	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

#### Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Property</u>
-NONE-	

G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

#### Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

## Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

<u>Creditor</u>	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

### Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	Amount	Direct or Via Trustee
IRS	14.159.43	Trustee

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	Amount	Interest Rate	Reason for Special Treatment
-NONE-			

I. CLASS NINE - GENERAL UNSECURED CLAIMS (to be paid by Trustee): — See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

	that is not less than the Amount Available in Chapter Value of Encumbered Property (the "Unsecured Base Amount; or (ii) will continue for the full Plan Length greater payment to Class 9 Unsecured Creditors. See	creditors holding Class 9 General Unsecured claims in an amount of 7 shown on Attachment 1, Liquidation Analysis and Statement of the Amount"). This Plan shall provide either (i) the Unsecured Base in as indicated in Paragraph II.A of this Plan, whichever yields the Attachment 2, Chapter 13 Model Worksheet, Line 8, for to be available for payment to Class 9 Unsecured Creditors.
	This Plan shall provide a dividend to holders of Class	s 9 General Unsecured Claims equal to 100% of allowed claims.
If neither	box is checked or if both boxes are checked, then the	plan shall pay the Unsecured Base Amount.
	If the box to the immediate left is "checked", creditor interest on their allowed claims at the rate of <b>0.00%</b> parameters of the provisions:	rs holding claims in Class Seven, Eight and Nine shall receive per annum as required by 11 USC §1325(a)(4).
Applications f Awarding Pos Confirming Pl debtor's Plan	for compensation for services rendered subseque st-Confirmation Attorney Fees, if debtor's Plan wil lan, all unpaid Attorney Fees and costs shall be pa	RATE APPLICATION: Counsel reserves the right to file nt to Confirmation of this Plan. Upon entry of an Order-Il not complete within 60 months of the date of the Order-Id by the Trustee only after a Plan modification that allowse Order Confirming Plan is approved with notice as is
following ord Level 1: Class Level 2: Class Level 3: Class Level 4: Class Level 5: Class Level 6: Class Level 7: Class Level 8: Class	ler to the extent that funds are available: 3.1 4es 2.1, 2.2 and 2.3; Class 5.1, 5.3 and 6.1 4es 5.1, 5.3 and 6.1; Class 2.1 and 2.3 5.2.2 and 2.4 5.4.1 and 4.3 4es 4.2, 4.4, 5.2, 5.4 and 6.2 5.7 4es 3.1, 3.2, 5.5, 6.3, 8 and 9.	Plan proposes payment through the Trustee shall be paid in the
sufficient fund I, Jesse R. Sv	ds to pay all claims within a level then the claims i	resented by an attorney), certify that this Plan contains no
/s/ Jesse R. S	Sweenev	/s/ Johnny M. Sanford, Jr
Jesse R. Swe		Johnny M. Sanford, Jr
Southfield, M	r Road, Ste. 252-B II 48033	Debtor
Street Addres	ss <b>11 48033-0000</b>	Joint Debtor
City, State and		Joint Delitor
13lawyer@gr		
E-Mail Addre <b>586.909.8017</b>		July 26, 2021
Phone Number		Date

# **ATTACHMENT 1**

# LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

	FAIR MARKET		DEBTOR'S SHARE OF	EXEMPT	NON-EXEMPT
TYPE OF PROPERTY	VALUE	LIENS	EQUITY	AMOUNT	AMOUNT
PERSONAL RESIDENCE					
23632 Lake Ravine Drive Southfield, MI 48033-6535 Oakland County	410,000.00	440,000.00	0.00	0.00	0.00
PERSONAL RESIDENCE (total)	410,000.00	440,000.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Furniture and appliances. Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	2,000.00	0.00	2,000.00	2,000.00	0.00
TV sets (3) computer (1) smart phone (2) Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	3,000.00	0.00	3,000.00	3,000.00	0.00
Clothing. Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	3,000.00	0.00	3,000.00	3,000.00	0.00
2 cats Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS (total)	8,000.00	0.00	8,000.00	8,000.00	0.00
JEWELRY	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS					
Checking: Comerica Bank	900.00	0.00	900.00	900.00	0.00
checking: Genisys	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS (total)	900.00	0.00	900.00	900.00	0.00

VEHICLES					
2005 Cadillac Escalade 225000 miles Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	2,000.00	0.00	2,000.00	0.00	2,000.00
2004 Ford Sable 90,000 miles Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535 (debtor's sister drives this)	2,000.00	0.00	2,000.00	2,000.00	0.00
2006 GMC Envoy 90,000 miles Location: 23632 Lake Ravine Drive, Southfield MI 48033-6535	4,000.00	0.00	4,000.00	4,000.00	0.00
VEHICLES (total)	8,000.00	0.00	8,000.00	6,000.00	2,000.00
OTHER (itemize)					
Potential personal injury case against vehicular accident occuring on 7.23.2021.	0.00	0.00	0.00	0.00	0.00
OTHER (total)	0.00	0.00	0.00	0.00	0.00

Amount available upon liquidation	\$ 2,000.00
Less administrative expenses and costs	\$ 500.00
Less priority claims	\$ 14,159.43
Amount Available in Chapter 7	\$ 0.00

## **ATTACHMENT 2**

## CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	months		
2.	Initial Plan Payment: \$3,031.55 per month x 3 months = \$9,094.65 Step Payment #1 \$3,543.59 per month x 57 months = \$201,98				
3.	Additional Payments:   per=\$(s	subtotal)			
4.	Lump sums payments				\$0.00
5.	Total to be paid into Plan (total of lines 2 through 4)				\$211,079.28
6.	Estimated disbursements other than to Class	9 General	Unsecured Creditors		
	a. Estimated Trustee Fees		\$21,108.00		
	b. Estimated Attorney Fees and costs throug confirmation of plan	h	\$3,500.00		
	c. Estimated Attorney Fees and costs post-co through duration of Plan	onfirmatio	n \$12,000.00		
	d. Estimated fees of other Professionals		\$0.00		
	e. Total mortgage and other continuing secur payments	red debt	\$105,514.80		
	f. Total non-continuing secured debt paymen (including interest)	nts	\$0.00		
	g. Total priority claims		\$14,159.43		
	h. Total arrearage claims		\$54,796.96		
7.	Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)			<b>\$</b>	211,079.19
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)			\$ 	0.09
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis on page 6)			\$	0.00